

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this of January 31, 2008 by and between CONNIE J. KOVAS of Fort Wayne, Indiana ("Seller"), and JOSEPH W. WALBURN, as trustee of the KOVAS FAMILY GST TRUST dated February 28, 2006 of Fort Wayne, Indiana ("Buyer").

WITNESSETH:

WHEREAS, Seller shall receive ownership of 100 shares of common stock of Kovas Communications, Inc., an Illinois corporation, (the "Kovas Shares") from the estate of her deceased husband upon the Federal Communications Commission's consent to transfer the control of licensed entity, Kovas Communications, Inc. to Seller (the "FCC Estate Consent"); and

WHEREAS, Kovas Communications, Inc. is an S corporation as defined in Section 1361 of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Seller desires to sell and Buyer desires to purchase all of Seller's right, title and interest in the Kovas Shares such sale to occur upon the terms and conditions set forth below; and

WHEREAS, upon Seller's receipt of ownership of the Kovas Shares, Seller intends to apply for the Federal Communications Commission's consent to transfer the control of licensed entity, Kovas Communications, Inc. to Buyer (the "FCC Kovas Consent").

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Purchase and Sale.

1.1 Seller hereby sells to Buyer and Buyer hereby purchases from Seller the Kovas Shares for a purchase price equal to One Million Seven Hundred Fifty and 00/100 Dollars (\$1,750,000.00) (hereinafter referred to as the "Purchase Price").

1.2 In consideration of the sale of the Kovas Shares, the Buyer shall pay to Seller the Purchase Price, such amount to be paid by Buyer delivering to Seller being the final agreed upon purchase price under Section 1.1, above, a ten-year secured installment note in the form attached as Exhibit A hereto (the "Note"). Buyer's obligation to repay the Note shall be secured by Buyer's grant of a security interest in the Kovas Shares, which pledge shall be governed by a Loan and Security Agreement in the form attached as Exhibit B hereto (the "Loan and Security Agreement"). As additional consideration for the Note, the beneficiaries of Buyer shall execute limited guarantys of five (5%) percent of the balance of the Note.

2. **Seller's Representations and Warranties.** Effective as of the date of Closing, Seller hereby represents and warrants to Buyer as follows:

(a) Seller is the owner of the Kovas Shares free and clear of any claims, liens, charges or encumbrances other than the security interest created by the Loan and Security Agreement and that, to the best of Seller's knowledge and belief, the Kovas Shares are fully paid and non-assessable.

(b) Seller has full right, power and authority to execute, deliver and perform Seller's obligation under this Agreement, to sell the Kovas Shares and to otherwise enter into this Agreement and to consummate the transactions contemplated herein. This Agreement constitutes a valid and binding obligation of Seller and is enforceable against Seller in accordance with its terms.

(c) Upon delivery of the Kovas Shares in accordance with the terms hereof, Buyer shall acquire and shall be vested with legal and beneficial title to the Kovas Shares free and clear of any claims, liens, charges or encumbrances other than the security interest created by the Loan and Security Agreement.

(d) The execution, delivery and performance by Seller of this Agreement and the consummation of the transaction contemplated herein will not result in the breach of any of the terms or conditions of any agreement to which Seller is a party.

3. **Buyer's Representations and Warranties.** Effective as of the date of Closing, Buyer hereby represents and warrants to Seller as follows:

(a) Buyer has full right, power and authority to purchase the Kovas Shares and to otherwise enter into this Agreement and to consummate the transactions contemplated herein. This Agreement constitutes a valid and binding obligation of Buyer and is enforceable against Buyer in accordance with its terms.

(b) Buyer is a permissible S corporation shareholder as defined in Section 1361 of the Code.

4. **Closing.**

(a) The closing of the transaction contemplated by this Agreement (the "Closing") shall occur within ten (10) business days after the FCC Kovas Consent to the transfer of control of Kovas Communications, Inc. to the Seller. Notwithstanding the foregoing, should a petition to deny or other protest be filed against the FCC Application for the FCC Kovas Consent on or before the Closing, Buyer may elect to postpone the Closing until ten (10) business days after the FCC Consent has become a Final order. For purposes of this Agreement, a "Final Order" shall mean action by the FCC granting the FCC Application for the FCC Kovas Consent which is not reversed, stayed, enjoined, set aside, annulled or suspended and with respect to which action no timely request for stay, petition for rehearing or reconsideration, application for review or appeal is pending, and as to which the time for filing any such request, petition application or appeal, or

for reconsideration by the FCC on its own motion, has expired.

(b) At Closing, Seller will execute and deliver to Buyer documents assigning the Kovas Shares to Buyer.

(c) At Closing or within sixty (60) days of Closing, and concurrent with Seller's delivery to be made pursuant to Section 4(b) hereof, Buyer will deliver to Seller (i) the Note and (ii) the Loan and Security Agreement.

5. Construction.

(a) All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of each of the parties hereto, whether so expressed or not.

(b) Each party will execute any documents and take such other actions as the other parties may reasonably request in order to consummate the transactions provided for herein and to accomplish the purposes of this Agreement.

(c) This Agreement shall be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and to be performed entirely in such state.

(d) This Agreement represents the parties' entire understanding with respect to its subject matter and supercedes all prior communications, understandings and agreements with respect thereof.

(e) If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will not be affected thereby and the provisions of this Agreement shall be severable in any such instance.

(f) All representations and warranties contained herein will survive the execution and delivery of this Agreement and any investigation made at any time by or on behalf of Seller or Buyer.

(g) The parties hereto acknowledge and agree that the trustees of the Seller and the trustees of the Buyer are not acting in their individual capacities but are acting solely as trustee of each respective party and shall not be liable personally to any other party for any actual or alleged breach of any provision contained herein with respect to which they are acting as trustee. Each party agrees to look solely to the trust estate of the Seller and Buyer and not to the trustees in such trustees' individual capacities, for any damages or other remedy for Seller's and/or Buyer's breach of any provision contained in this Agreement.

(h) This Agreement may be amended, superseded, cancelled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

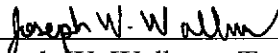
SELLER:



CONNIE J. KOVAS

BUYER:

KOVAS FAMILY GST TRUST DATED FEBRUARY
28, 2006



Joseph W. Walburn, Trustee